

CHAPMAN AND CUTLER

Theodore S Chapman
1877-1943
Henry E Cutler
1879-1959

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17463
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AUG 2 1991 -11 15 AM

AUG 2 1991 -11 15 AM

August 2, 1991 INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Units
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

1-214A003

17463-B
RECORDED TO FILED 1991

AUG 2 1991 -11 15 AM

Attention: Ms. Mildred Lee

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

AUG 2 1991 -11 15 AM

INTERSTATE COMMERCE COMMISSION

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Railcar Lease, dated as of July 1, 1991, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

New No.

Indiana Michigan Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

The second document, Security Agreement-Trust Deed, dated as of July 1, 1991, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- A

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Chapman and Cutler - C.T. Kappeler

Law Offices of
CHAPMAN AND CUTLER

The third document, Lease Supplement No. 1, dated August 2, 1991, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- B

Indiana Michigan Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

The fourth document, Security Agreement Supplement No. 1, dated August 2, 1991, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- C

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A general description of the equipment covered by each of these documents and intended for use related to interstate commerce is set forth in Schedule 1 attached to this letter and made a part hereof.

A short summary of the documents to appear in the index follows:

Railcar Lease, dated as of July 1, 1991, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of July 1, 1991 with Chase Manhattan Service Corporation, as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement-Trust Deed, dated as of July 1, 1991, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-3, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

CHAPMAN AND CUTLER

Lease Supplement No. 1 dated August 2, 1991, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of July 1, 1991 with Chase Manhattan Service Corporation, as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement Supplement No. 1, dated August 2, 1991, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-3, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

A filing fee of \$60.00 is enclosed. Please return an original of each of the enclosed documents to the undersigned.

Very truly yours,

CHAPMAN AND CUTLER

By: 
John A. Harris

JAH:ttr
Enclosure

17463 -B
RECORDATION NO. FILED 1991

AUG 2 1991 -11¹⁵ AM

LEASE SUPPLEMENT NO. 1 INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 1 dated August 2, 1991 between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-3 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee"),

WITNESSETH:

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of June 15, 1991 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

3. Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is August 2, 1991.

4. Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$6,508,560.

5. Interim Rent for the Equipment is payable in the amount of \$74,230.53 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

Counterpart No. 4 of 20.

CMB

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in Franklin County, Ohio

STATE OF Connecticut)
)
COUNTY OF Hartford) ss.: Hartford

On this, the 2nd day of August, 1991, before me, a Notary Public in and for said County and State, personally appeared W. R. MURPHY, the Trust Officer of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Barbara S. Hager
Name:
Notary Public
My Commission Expires:
Residing in Glastonbury, CT

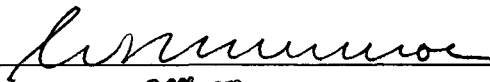
BARBARA G. HAGER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR 31, 1996

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY,
an Indiana corporation

By _____
Its _____

THE CONNECTICUT NATIONAL BANK,
not individually but solely as Owner
Trustee under Indiana Michigan Trust
No. 91-3

By 
Its Trust Officer

DESCRIPTION OF EQUIPMENT

141-110-ton gondola coalporter railcars as more specifically described below:

Car Numbers

AEPX 3201	AEPX 3245	AEPX 3289	AEPX 3333
AEPX 3202	AEPX 3246	AEPX 3290	AEPX 3334
AEPX 3203	AEPX 3247	AEPX 3291	AEPX 3335
AEPX 3204	AEPX 3248	AEPX 3292	AEPX 3336
AEPX 3205	AEPX 3249	AEPX 3293	AEPX 3337
AEPX 3206	AEPX 3250	AEPX 3294	AEPX 3338
AEPX 3207	AEPX 3251	AEPX 3295	AEPX 3339
AEPX 3208	AEPX 3252	AEPX 3296	AEPX 3340
AEPX 3209	AEPX 3253	AEPX 3297	AEPX 3341
AEPX 3210	AEPX 3254	AEPX 3298	
AEPX 3211	AEPX 3255	AEPX 3299	
AEPX 3212	AEPX 3256	AEPX 3300	
AEPX 3213	AEPX 3257	AEPX 3301	
AEPX 3214	AEPX 3258	AEPX 3302	
AEPX 3215	AEPX 3259	AEPX 3303	
AEPX 3216	AEPX 3260	AEPX 3304	
AEPX 3217	AEPX 3261	AEPX 3305	
AEPX 3218	AEPX 3262	AEPX 3306	
AEPX 3219	AEPX 3263	AEPX 3307	
AEPX 3220	AEPX 3264	AEPX 3308	
AEPX 3221	AEPX 3265	AEPX 3309	
AEPX 3222	AEPX 3266	AEPX 3310	
AEPX 3223	AEPX 3267	AEPX 3311	
AEPX 3224	AEPX 3268	AEPX 3312	
AEPX 3225	AEPX 3269	AEPX 3313	
AEPX 3226	AEPX 3270	AEPX 3314	
AEPX 3227	AEPX 3271	AEPX 3315	
AEPX 3228	AEPX 3272	AEPX 3316	
AEPX 3229	AEPX 3273	AEPX 3317	
AEPX 3230	AEPX 3274	AEPX 3318	
AEPX 3231	AEPX 3275	AEPX 3319	
AEPX 3232	AEPX 3276	AEPX 3320	
AEPX 3233	AEPX 3277	AEPX 3321	
AEPX 3234	AEPX 3278	AEPX 3322	
AEPX 3235	AEPX 3279	AEPX 3323	
AEPX 3236	AEPX 3280	AEPX 3324	
AEPX 3237	AEPX 3281	AEPX 3325	
AEPX 3238	AEPX 3282	AEPX 3326	
AEPX 3239	AEPX 3283	AEPX 3327	
AEPX 3240	AEPX 3284	AEPX 3328	
AEPX 3241	AEPX 3285	AEPX 3329	
AEPX 3242	AEPX 3286	AEPX 3330	
AEPX 3243	AEPX 3287	AEPX 3331	
AEPX 3244	AEPX 3288	AEPX 3332	

SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE

Rent Payment Date		Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor
Sep 27 1991	1	1.16161
Dec 27 1991	2	2.17415
Mar 27 1992	3	2.17415
Jun 27 1992	4	2.17415
Sep 27 1992	5	2.17415
Dec 27 1992	6	2.17415
Mar 27 1993	7	2.17415
Jun 27 1993	8	2.17415
Sep 27 1993	9	2.17415
Dec 27 1993	10	2.17415
Mar 27 1994	11	2.17415
Jun 27 1994	12	2.17415
Sep 27 1994	13	2.17415
Dec 27 1994	14	2.17415
Mar 27 1995	15	2.17415
Jun 27 1995	16	2.17415
Sep 27 1995	17	2.17415
Dec 27 1995	18	2.17415
Mar 27 1996	19	2.17415
Jun 27 1996	20	2.17415
Sep 27 1996	21	2.17415
Dec 27 1996	22	2.17415
Mar 27 1997	23	2.17415
Jun 27 1997	24	2.17415
Sep 27 1997	25	2.17415
Dec 27 1997	26	2.17415
Mar 27 1998	27	2.17415
Jun 27 1998	28	2.17415
Sep 27 1998	29	2.17415
Dec 27 1998	30	2.17415
Mar 27 1999	31	2.17415
Jun 27 1999	32	2.17415
Sep 27 1999	33	2.17415
Dec 27 1999	34	2.17415
Mar 27 2000	35	2.17415
Jun 27 2000	36	2.17415
Sep 27 2000	37	2.17415
Dec 27 2000	38	2.17415
Mar 27 2001	39	2.17415
Jun 27 2001	40	2.17415
Sep 27 2001	41	2.17415
Dec 27 2001	42	2.65730
Mar 27 2002	43	2.65730
Jun 27 2002	44	2.65730
Sep 27 2002	45	2.65730
Dec 27 2002	46	2.65730
Mar 27 2003	47	2.65730
Jun 27 2003	48	2.65730
Sep 27 2003	49	2.65730
Dec 27 2003	50	2.65730
Mar 27 2004	51	2.65730

SCHEDULE 2
(to Lease Supplement No. 1)

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following
Fixed Rent Factor

Rent
Payment Date

Jun 27 2004	52	2.65730
Sep 27 2004	53	2.65730
Dec 27 2004	54	2.65730
Mar 27 2005	55	2.65730
Jun 27 2005	56	2.65730
Sep 27 2005	57	2.65730
Dec 27 2005	58	2.65730
Mar 27 2006	59	2.65730
Jun 27 2006	60	2.65730
Sep 27 2006	61	2.65730
Dec 27 2006	62	2.65730
Mar 27 2007	63	2.65730
Jun 27 2007	64	2.65730
Sep 27 2007	65	2.65730
Dec 27 2007	66	2.65730
Mar 27 2008	67	2.65730
Jun 27 2008	68	2.65730
Sep 27 2008	69	2.65730
Dec 27 2008	70	2.65730
Mar 27 2009	71	2.65730
Jun 27 2009	72	2.65730
Sep 27 2009	73	2.65730
Dec 27 2009	74	2.65730
Mar 27 2010	75	2.65730
Jun 27 2010	76	2.65730
Sep 27 2010	77	2.65730
Dec 27 2010	78	2.65730
Mar 27 2011	79	2.65730
Jun 27 2011	80	2.65730
Sep 27 2011	81	2.65730

STIPULATED LOSS VALUE AND TERMINATION VALUE

<u>Rent Payment Date</u>	<u>Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)</u>
Sep 27 1991	101 99072
Dec 27 1991	103 02389
Mar 27 1992	103 93858
Jun 27 1992	104 76588
Sep 27 1992	105 45001
Dec 27 1992	106 02994
Mar 27 1993	106 50224
Jun 27 1993	106 87558
Sep 27 1993	107 14350
Dec 27 1993	107 33295
Mar 27 1994	107 44137
Jun 27 1994	107 47527
Sep 27 1994	107 43065
Dec 27 1994	107 32580
Mar 27 1995	107 15876
Jun 27 1995	106 93454
Sep 27 1995	106 65099
Dec 27 1995	106 32011
Mar 27 1996	105 94037
Jun 27 1996	105 52034
Sep 27 1996	105 08336
Dec 27 1996	104 63545
Mar 27 1997	104 17635
Jun 27 1997	103 70577
Sep 27 1997	103 22342
Dec 27 1997	102 72902
Mar 27 1998	102 22225
Jun 27 1998	101 70282
Sep 27 1998	101 17040
Dec 27 1998	100 62467
Mar 27 1999	100 06530
Jun 27 1999	99 49194
Sep 27 1999	98 90425
Dec 27 1999	98 30187

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Mar 27 2000	97 68872
Jun 27 2000	97 06217
Sep 27 2000	96 42935
Dec 27 2000	95 78539
Mar 27 2001	95 13000
Jun 27 2001	94 46031
Sep 27 2001	93 78587
Dec 27 2001	92 61739
Mar 27 2002	91 42566
Jun 27 2002	90 20707
Sep 27 2002	88 97689
Dec 27 2002	87 72575
Mar 27 2003	86 45316
Jun 27 2003	85 15359
Sep 27 2003	83 84169
Dec 27 2003	82 50747
Mar 27 2004	81 15036
Jun 27 2004	79 81171
Sep 27 2004	78 48343
Dec 27 2004	77 13677
Mar 27 2005	75 77222
Jun 27 2005	74 39188
Sep 27 2005	72 99967
Dec 27 2005	71 53980
Mar 27 2006	70 16182
Jun 27 2006	68 71516
Sep 27 2006	67 26323
Dec 27 2006	65 79071
Mar 27 2007	64 30013
Jun 27 2007	62 79422
Sep 27 2007	61 27699
Dec 27 2007	59 74114
Mar 27 2008	58 18615
Jun 27 2008	56 61503
Sep 27 2008	55 03323
Dec 27 2008	53 43308
Mar 27 2009	51 81404
Jun 27 2009	50 17950
Sep 27 2009	48 53555
Dec 27 2009	46 87374
Mar 27 2010	45 19356
Jun 27 2010	43 49881
Sep 27 2010	41 79625
Dec 27 2010	40 07663
Mar 27 2011	38.33944
Jun 27 2011	36 62819
Sep 27 2011	35 00000

17463 -B
REGISTRATION NO. FILED 1991

LEASE SUPPLEMENT NO. 1 AUG 2 1991 -11 15 AM
INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 1 dated August 2, 1991 between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-3 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee"),

WITNESSETH:

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of June 15, 1991 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

3. Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is August 2, 1991.

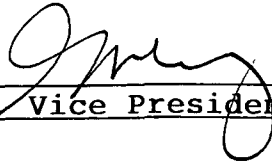
4. Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$6,508,560.

5. Interim Rent for the Equipment is payable in the amount of \$74,230.53 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

Counterpart No. 3 of 20.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY,
an Indiana corporation

By 
Its Vice President


THE CONNECTICUT NATIONAL BANK,
not individually but solely as Owner
Trustee under Indiana Michigan Trust
No. 91-3

By _____
Its _____

STATE OF OHIO)
) ss.:
COUNTY OF FRANKLIN)

On this, the 2nd day of August, 1991, before me, a Notary Public in and for said County and State, personally appeared G. P. MALONEY, the Vice President of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Mary M. Soltesz
Name: Mary M. Soltesz
Notary Public
My Commission Expires: 7-13-94
Residing in Franklin County, Ohio

STATE OF)
) ss.:
COUNTY OF)

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

DESCRIPTION OF EQUIPMENT

141-110-ton gondola coalporter railcars as more specifically described below:

Car Numbers

AEPX 3201	AEPX 3245	AEPX 3289	AEPX 3333
AEPX 3202	AEPX 3246	AEPX 3290	AEPX 3334
AEPX 3203	AEPX 3247	AEPX 3291	AEPX 3335
AEPX 3204	AEPX 3248	AEPX 3292	AEPX 3336
AEPX 3205	AEPX 3249	AEPX 3293	AEPX 3337
AEPX 3206	AEPX 3250	AEPX 3294	AEPX 3338
AEPX 3207	AEPX 3251	AEPX 3295	AEPX 3339
AEPX 3208	AEPX 3252	AEPX 3296	AEPX 3340
AEPX 3209	AEPX 3253	AEPX 3297	AEPX 3341
AEPX 3210	AEPX 3254	AEPX 3298	
AEPX 3211	AEPX 3255	AEPX 3299	
AEPX 3212	AEPX 3256	AEPX 3300	
AEPX 3213	AEPX 3257	AEPX 3301	
AEPX 3214	AEPX 3258	AEPX 3302	
AEPX 3215	AEPX 3259	AEPX 3303	
AEPX 3216	AEPX 3260	AEPX 3304	
AEPX 3217	AEPX 3261	AEPX 3305	
AEPX 3218	AEPX 3262	AEPX 3306	
AEPX 3219	AEPX 3263	AEPX 3307	
AEPX 3220	AEPX 3264	AEPX 3308	
AEPX 3221	AEPX 3265	AEPX 3309	
AEPX 3222	AEPX 3266	AEPX 3310	
AEPX 3223	AEPX 3267	AEPX 3311	
AEPX 3224	AEPX 3268	AEPX 3312	
AEPX 3225	AEPX 3269	AEPX 3313	
AEPX 3226	AEPX 3270	AEPX 3314	
AEPX 3227	AEPX 3271	AEPX 3315	
AEPX 3228	AEPX 3272	AEPX 3316	
AEPX 3229	AEPX 3273	AEPX 3317	
AEPX 3230	AEPX 3274	AEPX 3318	
AEPX 3231	AEPX 3275	AEPX 3319	
AEPX 3232	AEPX 3276	AEPX 3320	
AEPX 3233	AEPX 3277	AEPX 3321	
AEPX 3234	AEPX 3278	AEPX 3322	
AEPX 3235	AEPX 3279	AEPX 3323	
AEPX 3236	AEPX 3280	AEPX 3324	
AEPX 3237	AEPX 3281	AEPX 3325	
AEPX 3238	AEPX 3282	AEPX 3326	
AEPX 3239	AEPX 3283	AEPX 3327	
AEPX 3240	AEPX 3284	AEPX 3328	
AEPX 3241	AEPX 3285	AEPX 3329	
AEPX 3242	AEPX 3286	AEPX 3330	
AEPX 3243	AEPX 3287	AEPX 3331	
AEPX 3244	AEPX 3288	AEPX 3332	

SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE

Rent Payment Date		Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor
Sep 27 1991	1	1.16161
Dec 27 1991	2	2.17415
Mar 27 1992	3	2.17415
Jun 27 1992	4	2.17415
Sep 27 1992	5	2.17415
Dec 27 1992	6	2.17415
Mar 27 1993	7	2.17415
Jun 27 1993	8	2.17415
Sep 27 1993	9	2.17415
Dec 27 1993	10	2.17415
Mar 27 1994	11	2.17415
Jun 27 1994	12	2.17415
Sep 27 1994	13	2.17415
Dec 27 1994	14	2.17415
Mar 27 1995	15	2.17415
Jun 27 1995	16	2.17415
Sep 27 1995	17	2.17415
Dec 27 1995	18	2.17415
Mar 27 1996	19	2.17415
Jun 27 1996	20	2.17415
Sep 27 1996	21	2.17415
Dec 27 1996	22	2.17415
Mar 27 1997	23	2.17415
Jun 27 1997	24	2.17415
Sep 27 1997	25	2.17415
Dec 27 1997	26	2.17415
Mar 27 1998	27	2.17415
Jun 27 1998	28	2.17415
Sep 27 1998	29	2.17415
Dec 27 1998	30	2.17415
Mar 27 1999	31	2.17415
Jun 27 1999	32	2.17415
Sep 27 1999	33	2.17415
Dec 27 1999	34	2.17415
Mar 27 2000	35	2.17415
Jun 27 2000	36	2.17415
Sep 27 2000	37	2.17415
Dec 27 2000	38	2.17415
Mar 27 2001	39	2.17415
Jun 27 2001	40	2.17415
Sep 27 2001	41	2.17415
Dec 27 2001	42	2.65730
Mar 27 2002	43	2.65730
Jun 27 2002	44	2.65730
Sep 27 2002	45	2.65730
Dec 27 2002	46	2.65730
Mar 27 2003	47	2.65730
Jun 27 2003	48	2.65730
Sep 27 2003	49	2.65730
Dec 27 2003	50	2.65730
Mar 27 2004	51	2.65730

SCHEDULE 2
(to Lease Supplement No. 1)

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following
Fixed Rent Factor

Rent
Payment Date

Jun 27 2004	52	2.65730
Sep 27 2004	53	2.65730
Dec 27 2004	54	2.65730
Mar 27 2005	55	2.65730
Jun 27 2005	56	2.65730
Sep 27 2005	57	2.65730
Dec 27 2005	58	2.65730
Mar 27 2006	59	2.65730
Jun 27 2006	60	2.65730
Sep 27 2006	61	2.65730
Dec 27 2006	62	2.65730
Mar 27 2007	63	2.65730
Jun 27 2007	64	2.65730
Sep 27 2007	65	2.65730
Dec 27 2007	66	2.65730
Mar 27 2008	67	2.65730
Jun 27 2008	68	2.65730
Sep 27 2008	69	2.65730
Dec 27 2008	70	2.65730
Mar 27 2009	71	2.65730
Jun 27 2009	72	2.65730
Sep 27 2009	73	2.65730
Dec 27 2009	74	2.65730
Mar 27 2010	75	2.65730
Jun 27 2010	76	2.65730
Sep 27 2010	77	2.65730
Dec 27 2010	78	2.65730
Mar 27 2011	79	2.65730
Jun 27 2011	80	2.65730
Sep 27 2011	81	2.65730

STIPULATED LOSS VALUE AND TERMINATION VALUE

<u>Rent Payment Date</u>	<u>Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)</u>
Sep 27 1991	101 99072
Dec 27 1991	103 02389
Mar 27 1992	103.93858
Jun 27 1992	104 76588
Sep 27 1992	105.45001
Dec 27 1992	106 02994
Mar 27 1993	106.50224
Jun 27 1993	106 87558
Sep 27 1993	107 14350
Dec 27 1993	107 33295
Mar 27 1994	107 44137
Jun 27 1994	107 47527
Sep 27 1994	107 43065
Dec 27 1994	107 32580
Mar 27 1995	107 15876
Jun 27 1995	106 93454
Sep 27 1995	106 65099
Dec 27 1995	106 32011
Mar 27 1996	105 94037
Jun 27 1996	105.52034
Sep 27 1996	105 08336
Dec 27 1996	104 63545
Mar 27 1997	104 17635
Jun 27 1997	103 70577
Sep 27 1997	103.22342
Dec 27 1997	102.72902
Mar 27 1998	102.22225
Jun 27 1998	101 70282
Sep 27 1998	101 17040
Dec 27 1998	100.62467
Mar 27 1999	100 06530
Jun 27 1999	99 49194
Sep 27 1999	98 90425
Dec 27 1999	98 30187

Rent
Payment Date

Stipulated Loss value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(In Addition to Fixed
Rent installment for the
Equipment due on such date)

Mar 27 2000	97 68872
Jun 27 2000	97 06217
Sep 27 2000	96 42935
Dec 27 2000	95 78539
Mar 27 2001	95 13000
Jun 27 2001	94 46031
Sep 27 2001	93 78587
Dec 27 2001	92 61739
Mar 27 2002	91 42566
Jun 27 2002	90 20707
Sep 27 2002	88 97689
Dec 27 2002	87 72575
Mar 27 2003	86 45316
Jun 27 2003	85 15359
Sep 27 2003	83 84169
Dec 27 2003	82 50747
Mar 27 2004	81 15036
Jun 27 2004	79 81171
Sep 27 2004	78 48343
Dec 27 2004	77 13677
Mar 27 2005	75 77222
Jun 27 2005	74 39188
Sep 27 2005	72 99967
Dec 27 2005	71 53980
Mar 27 2006	70 16182
Jun 27 2006	68 71816
Sep 27 2006	67 26323
Dec 27 2006	65 79071
Mar 27 2007	64 30013
Jun 27 2007	62 79422
Sep 27 2007	61 27699
Dec 27 2007	59 74114
Mar 27 2008	58 18615
Jun 27 2008	56 61503
Sep 27 2008	55 03323
Dec 27 2008	53 43308
Mar 27 2009	51 81404
Jun 27 2009	50 17950
Sep 27 2009	48 53555
Dec 27 2009	46 87374
Mar 27 2010	45 19356
Jun 27 2010	43 49881
Sep 27 2010	41 79625
Dec 27 2010	40 07663
Mar 27 2011	38.33944
Jun 27 2011	36 62819
Sep 27 2011	35 00000

REGISTRATION NO. 17463 FILED 1991

AUG 2 1991 -11 15 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT No. 1

SECURITY AGREEMENT SUPPLEMENT No.1 dated August 2, 1991, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of June 15, 1991, (the "Trust Agreement") for the benefit of Chase Manhattan Service Corporation, a New York corporation (the Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of June 15, 1991 from the Debtor to the Security Trustee (the "Security Agreement").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(1) all the units of property and equipment described in Schedule A annexed hereto;

(2) all accessories, equipment, parts and appurtenances appertaining or attached to any units of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and

(3) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVINGS AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

WTC

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Owner Trustee under Indiana Michigan
Power Trust No. 91-3

By _____
Its _____

DEBTOR

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 1991, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of The Connecticut National Bank, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

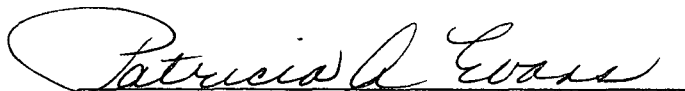
Notary Public

(SEAL)

My commission expires _____

STATE OF Delaware)
COUNTY OF New Castle)

On this 2nd day of August, 1991, before me personally appeared, **James P. Lawler**, to me personally known, who being by me duly sworn, says that he is **Senior Financial Services Officer** of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My commission expires: 4/20/95

DESCRIPTION OF EQUIPMENT

141-110-ton gondola coalporter railcars as more specifically described below:

Car Numbers

AEPX 3201	AEPX 3245	AEPX 3289	AEPX 3333
AEPX 3202	AEPX 3246	AEPX 3290	AEPX 3334
AEPX 3203	AEPX 3247	AEPX 3291	AEPX 3335
AEPX 3204	AEPX 3248	AEPX 3292	AEPX 3336
AEPX 3205	AEPX 3249	AEPX 3293	AEPX 3337
AEPX 3206	AEPX 3250	AEPX 3294	AEPX 3338
AEPX 3207	AEPX 3251	AEPX 3295	AEPX 3339
AEPX 3208	AEPX 3252	AEPX 3296	AEPX 3340
AEPX 3209	AEPX 3253	AEPX 3297	AEPX 3341
AEPX 3210	AEPX 3254	AEPX 3298	
AEPX 3211	AEPX 3255	AEPX 3299	
AEPX 3212	AEPX 3256	AEPX 3300	
AEPX 3213	AEPX 3257	AEPX 3301	
AEPX 3214	AEPX 3258	AEPX 3302	
AEPX 3215	AEPX 3259	AEPX 3303	
AEPX 3216	AEPX 3260	AEPX 3304	
AEPX 3217	AEPX 3261	AEPX 3305	
AEPX 3218	AEPX 3262	AEPX 3306	
AEPX 3219	AEPX 3263	AEPX 3307	
AEPX 3220	AEPX 3264	AEPX 3308	
AEPX 3221	AEPX 3265	AEPX 3309	
AEPX 3222	AEPX 3266	AEPX 3310	
AEPX 3223	AEPX 3267	AEPX 3311	
AEPX 3224	AEPX 3268	AEPX 3312	
AEPX 3225	AEPX 3269	AEPX 3313	
AEPX 3226	AEPX 3270	AEPX 3314	
AEPX 3227	AEPX 3271	AEPX 3315	
AEPX 3228	AEPX 3272	AEPX 3316	
AEPX 3229	AEPX 3273	AEPX 3317	
AEPX 3230	AEPX 3274	AEPX 3318	
AEPX 3231	AEPX 3275	AEPX 3319	
AEPX 3232	AEPX 3276	AEPX 3320	
AEPX 3233	AEPX 3277	AEPX 3321	
AEPX 3234	AEPX 3278	AEPX 3322	
AEPX 3235	AEPX 3279	AEPX 3323	
AEPX 3236	AEPX 3280	AEPX 3324	
AEPX 3237	AEPX 3281	AEPX 3325	
AEPX 3238	AEPX 3282	AEPX 3326	
AEPX 3239	AEPX 3283	AEPX 3327	
AEPX 3240	AEPX 3284	AEPX 3328	
AEPX 3241	AEPX 3285	AEPX 3329	
AEPX 3242	AEPX 3286	AEPX 3330	
AEPX 3243	AEPX 3287	AEPX 3331	
AEPX 3244	AEPX 3288	AEPX 3332	